



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Professional Services Agreement to RMC Water and Environment, of Walnut Creek, for Water Meter Planning, Design and Program Management Services Project (\$2,815,183) and Appropriating Funds (\$3,250,000)

MEETING DATE: October 7, 2009

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution awarding a Professional Services Agreement to RMC Water and Environment, of Walnut Creek, for the Water Meter Planning, Design and Program Management Services Project for \$2,815,183 and appropriating funds in the amount of \$3,250,000.

BACKGROUND INFORMATION: Assembly Bill 2572, adopted in 2004, requires water meters for all connections to be installed by 2026. Over the course of the past four years, City Council has taken several actions and received considerable information regarding the installation of water meters throughout the community and the implementation of usage-based water rates. A summary of the history of Council presentations and actions is provided as Exhibit A.

At the May 2, 2007 City Council meeting, the Water Meter Retrofit Policy was adopted and the details of that policy are provided in Exhibit A. The action requested of the Council will initiate the implementation of that policy by retaining the services of a consultant team to provide the services outlined in the Request for Proposal, attached as Exhibit B.

The primary objectives of the Water Meter Retrofit Policy were to accelerate the installation of residential water meters and shorten the time period during which customers would be paying for water on a flat rate versus a usage basis. The schedule to accomplish these objectives is provided below. Staff is unable to meet the objectives/schedule of the policy without the outside resources that will be provided by the subject agreement.

Self Installation Period	January – December 2010
Install Pre-Paid Meters	Completed except for 624
Install All Meters	By December 2013
Adopt Advisory Water Rates	December 2009
Adopt Final Water Rates	December 2010
Issue Usage-Based Water Bills	January 2011 – 2,900 customers
	January 2012 – 6,900 customers
	January 2013 – 9,800 customers
	January 2014 – 16,300 completed

The total cost of design and construction of the meter and pipeline facilities to implement the policy is estimated to be \$34.3 million with \$13.5 million coming from property owner payments for the water

APPROVED:


Blair King, City Manager

meter and related service upgrades. This includes a significant acceleration of the infrastructure replacement program by relocating approximately 7.5 miles per year of undersized water mains from rear yards to the fronting streets in each of three years. This avoids duplicating costs by installing a meter in a rear yard on a smaller than six-inch main and then installing it again when the main is moved to the fronting street. This condition exists at approximately 2,900 locations around the City and represents a potential savings of approximately \$3.4 million.

Property owner costs for water meter installations range from approximately \$200 to \$1,200. For a property with an existing standard meter box, the cost will be approximately \$200 and it covers the cost to purchase the meter, transponder and install the same. For a property with a pre-1979 water service, the cost will be approximately \$1,200 and will include installation of a new service from the new main in the street to the house and installation of a new water meter assembly (meter box, meter, and transponder). The actual cost to the property owner will be based upon contractor bids plus an allocation of project delivery costs.

Five firms were invited to submit proposals and four proposals were received. Four of the five firms had been pre-qualified through a selection process in 2005 to provide water consulting services to the City. The fifth firm, Global Water, specializes in this type of work in the state of Arizona. Two of the five firms teamed together. The bids received are summarized below.

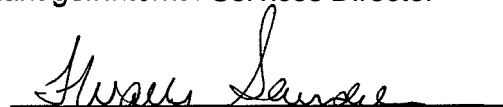
<u>Proposer</u>	<u>Rank</u>
RMC Water and Environment	1
West Yost Associates	2
HDR, Inc.	3
Global Water	4

Proposals were evaluated on the basis of approach, responsiveness to project requirements, relevant experience, allocation of 20% of the work to a local firm(s), and price. The firm recommended for award, RMC Water and Environment, has identified several cost-savings measures that will be included in a revised scope of services and lower fee. These will be negotiated with the firm and incorporated into the final contract documents prior to execution. The requested appropriation of \$3,250,000 includes the cost of the Task No. 1 services and staffing costs to oversee the work. The period of the contract services will be spread over a four-year period.

FISCAL IMPACT: It is a multi-year agreement funded by Water Capital.

FUNDING AVAILABLE: Requested Appropriation: \$3,250,000 - Water Capital (181)


Jordan Ayers
Deputy City Manager/Internal Services Director


F. Wally Sandelin
Public Works Director

History of Water Meter Presentations and Policy Direction by City Council

December 6, 2005 Shirtsleeve: Staff presented a plan that would systematically install water meters starting in Fiscal Year 2006/07 through Fiscal Year 2024/25. Customers would pay for the meter only and the water utility would bear the cost of upgrading the water service. Estimated annual cost \$580,000. Total project cost \$22 million less customer meter charges of \$5 million.

January 4, 2006 Council Meeting: City Council awards construction contract for the installation of 400 single-family home meters.

April 10, 2007 Shirtsleeve: Staff presented information on a variety of topics including meter installation costs, pilot test data, rate/revenue implications of metering, cost sharing between customers and the utility, and financing considerations of an accelerated program.

May 2, 2007 Council Meeting: City Council adopts resolution approving staff recommendation and timeline for the accelerated Water Meter Retrofit Project.

- July 2007 – Begin installing meter on all new services
- Second half 2007 – Develop program, amend ordinance
- January 2008:
 - Send letter to property owners requiring installation of meter as condition of service with January 2009 deadline or City will install and bill
 - Start four-year program to install (at no charge) pre-paid meters
- 2008 – Finish program details, including:
 - Bid installation contract
 - Adopt interim tiered residential rate structure
 - Establish retrofit charge (with one-time or two-year payment plan);
 - Establish low-income, owner-occupied cost reduction program (with CDBG funds)
- January 2009 – Start three-year contract to install meters, including service upgrades
- January 1, 2010 – Start metered billing for customers with meter
- 2009 thru 2011 – Implement program, including cost of service and rate study

February 20, 2008 Council Meeting: City Council adopts resolution awarding contract for the installation of 550 single-family home meters.

August 6, 2008 Council Meeting: City Council adopts resolution awarding contract to The Reed Group, Inc., for Water Utility Financial Planning, Rate Setting, and Meter Installation Program Financing plan.

September 3, 2008 Council Meeting: City Council awards construction contract for the installation of 1,930 single-family home meters.

December 2, 2008 Shirtsleeve: Staff presented an alternative water meter installation program that did not receive support from the Council. The principal components of that alternative are provided below:

- Charge customers for the meter only or approximately \$200 and the utility infrastructure replacement program pays for the main relocation and service upgrades
- Complete 83% of the meter installations by 2016 for approximately 14,300 customers
- Staff prepares plans and specifications and constructs every other year a \$2,000,000 project

March 31, 2009 Shirtsleeve: Staff presented an overview report on the Water and Wastewater Utilities as requested at the prior meeting. The Water Utility presentation included a 10-year expenditure plan for the water meter installation program like that described at the December 2, 2008 Shirtsleeve. Again, the Council did not present support for the alternative program.

July 14, 2009 Informal Council Sub-Committee Meeting: Staff presented a finance, design and construction program for implementation of the Water Meter Installation Policy adopted on May 2, 2007 with modified milestone dates.

- Self-installation period January – December 2010
- Installation of pre-paid meters completed in 2009
- Install all meters by December 2013
- Issue usage-based water and wastewater utility bills beginning January 2011 and thence in January 2012, January 2013, and January 2014
- Property owners pay for the full service upgrade and meter installation costs ranging from \$200 to \$1,200
- Accelerate replacement of water mains smaller than six inches in diameter to approximately seven miles per year for three years (2011, 2012, and 2013)

Implementation included bringing back to the Council a design contract for an accelerated infrastructure and water meter construction program.



REQUEST FOR PROPOSALS

for

**WATER METER PLANNING, DESIGN AND
PROGRAM MANAGEMENT SERVICES PROJECT**

Request for Proposals Issuance Date:

August 14,2009

Proposal Due Date

**September 25,2009
At 5:00 PM Pacific Time**

Address Proposals to:

**Wally Sandelin
Public Works Director
221 W. Pine Street
P. O. Box 3006
Lodi, CA 95240
wsandelin@lodi.gov**

REQUEST FOR PROPOSALS
For
WATER METER PLANNING, DESIGN AND
PROGRAM MANAGEMENT SERVICES PROJECT

The City of Lodi, California, invites your firm to submit a proposal for the Water Meter Planning, Design and Program Management Services Project ("Project"). The Project includes planning, design and program management for the system-wide installation of approximately 13,000 water meters throughout the City over a four-year period, and the relocation of approximately 105,000 feet of small-diameter water mains (2-inch to 4-inch diameter) from backyard easements to public right of ways (converting all such mains to 6-inch to 8-inch diameter). The Project work is to be executed and completed in general conformance with the preliminary Scope of Work, as modified by mutual agreement between the City and the Consultant, and the City's standard Professional Services Agreement (both attached).

Please carefully review the requirements of this Request for Proposal (RFP) and all attachments and, if so inclined, provide a detailed proposal outlining your qualifications and experience, proposed approach and a proposed fee for the Project services specifically described in this RFP.

To be considered, five (5) copies of your proposal must be received at the City of Lodi Public Works Department, 221 W. Pine Street, Lodi, CA, 95240, Attention: Wally Sandelin, no later than 5:00 PM, September 25, 2009. Late proposals will not be considered.

The City intends to review the submitted proposals before determining whether one or more firms will be asked to attend an interview as a part of the selection process for this project.

I. Background

The City of Lodi, California is a community of approximately 63,000 located in Northern California. There are approximately 17,000 water connections in the City, and the average water demand is 14.5-mgd. Most City water customers are currently unmetered, and a flat rate is charged for water service. The primary intent of the Project is to implement a program to install meters at all service connections to allow usage-based billing for water. The Project also includes the relocation of small-diameter water mains that are currently located in backyard easements and alleys. Service connections on 6-inch or larger mains located in backyard easements or alleys will remain in place and meter assemblies will be installed at the existing service location.

City Council has provided policy direction on the Project as described below:

- Minimize to 3 years the time period during which customers would receive a mix of flat rate and usage-based water bills
- Charge each property owner the cost of installing the meter assembly at all residential properties. The City estimates water meter installation charges will vary depending on the existing water service configuration. The City estimates are as follows:
 - Meter installed in existing meter box where recently installed by City forces: \$200
 - Meter set into meter vault installed by the City in the period 1979 – 1992 time frame: \$350
 - Replace existing Rich Box and valve with standard meter assembly: \$1,200
- Provide a one-year period (January through December 2010) during which property owners would have the option to individually arrange for the installation of their water meter under guidelines to be prepared by the City.
- Payment for the water meter may be by single payment or extended payments at low interest rate.

Of the 17,000 connections in the City, 3,000 have prepaid for the cost of meter installation since 1992, and the City has been collecting fees for water main relocation for 8 years. The City has installed approximately 3,000 meters and is preparing to send comparative usage and cost information during 2010 and to issue the usage-based bills to this group of customers beginning January 1, 2011.

The City has prepared a suggested, 3-year phasing plan for the water meter installation and water main relocation (following the 1-year self-installation period) that includes approximately 7 miles of new distribution pipe per phase and between 2,800 to 6,500 meter installations per phase. Alternative phasing may be proposed that meets the City objective to have all residential water meters installed by the end of 2013. City's plan is to award construction contracts on or about March 1 of 2011, 2012, and 2013.

City has prepared a map indicating the location of the proposed distribution pipes and water meter installations, along with the City's suggested phasing for the 3-year installation program. The City's geographic information is maintained in a MapGuide platform.

II. Proposal Requirements

To be considered, proposals shall conform to the following requirements:

- Page Limit: 20 pages (not including transmittal letter, table of contents, dividers, resumes)
- Page size: 8.5"x11" (11"x17" allowed for tables and maps and counting as a page in the page limit)

- o Proposal outline:
 - 1. Transmittal letter (2 pages maximum), including:
 - Contact information for firm and proposed project team
 - Summary of approach and highlights
 - Brief team introduction
 - Acknowledgement of any addenda
 - 2. Project Team Introduction, Qualifications and Experience, including:
 - Organization chart
 - Subconsultant introduction
 - Key team member introductions and summary of staff experience
 - Statement of staff commitment for this project
 - 3. Project Understanding and Approach
 - Detailed description of approach to project planning, design, program management, and project deliverables.
 - Design services include the design of new water transmission pipes and services, the design details required for the transfer of services from rear yards to front yards, the identification and resolution of utility conflicts, system modifications required as a result of abandonment of rear yard mains, installation of fire hydrants and other typical water main appurtenances, surveys, and aerial photogrammetry to support design.
 - Program management includes establishing and maintaining a database compatible with City's information systems data bases; tracking of all project-related activities by parcel and ownership; communications with City, customers and owners at all phases of the project; documenting as-installed meter information to City for meter reading and billing purposes; and resolving all water meter and service issues during construction.
 - Describe how approach will meet the goals of the City that include, but are not limited to:
 - Maintaining a local presence during critical phases of design and construction
 - Communicating with customers and property owners of diverse cultural backgrounds
 - Devising a creative and innovative approach to schedule and cost control
 - Assuring quality
 - 4. Detailed Scope of Work
 - The City has provided a preliminary Scope of Work (Attachment A); the proposer should expand upon and suggest changes/additions to this Scope of Work. However, as noted below, the City's proposed Scope of Work shall be the basis of the proposer's base-line fee proposal.

- Consultant shall disclose key assumptions and data requirements in the detailed Scope of Work.
 - Consultant's Scope of Work must be consistent with proposed Project Approach.
 - As indicated in the preliminary Scope of Work, Project deliverables include, but are not limited to:
 - Self –installation handbook describing the procedures and requirements for property owners installation of water meters in the year 2010.
 - Meter installation database including all project details (Oracle DB2/400 platform)
 - Phasing Technical Memorandum
 - Project design manual
 - Engineer's Opinion of Probable Construction Cost, including basis of cost estimate technical memorandum
 - Plans, Specifications and Estimate submittals at 30%, 60%, 90% and Final design completion milestones (each phase), including:
 - Plan and profile drawings for new distribution pipes (30-scale horizontal and 2-scale vertical)
 - Plan drawings for meter installations at existing Rich Boxes (pre-1979) and meter vaults (1979 – current) locations (30-scale)
 - Construction details
 - Bidding assistance documentation
 - As-built electronic plan and profile data (AutoCAD) for constructed transmission pipes and water meters
 - Project records of communications with City staff, water customers and property owners
- 5. Project Schedule
 - Provide proposed schedule to meet City's identified milestones
 - Three-year program, bidding each January (beginning 1/2011) for construction starting each April
- 6. Staff Resumes (may be placed in appendix)
- 7. Primary Contact Person(s)
- 8. Exceptions to City's Professional Service Agreement (excluded from page limit)
 - Must list any exceptions in writing
 - City will consider exceptions at its discretion
- 9. Fee Proposal
 - The base-line fee proposal shall be developed based on the City's proposed scope of work herein, and broken into three-year phases with level of effort indicated by task and person/staff category. Include other direct costs (ODC) and subconsultant costs. Identify proposed markup of ODCs and subconsultant costs, as well as the proposed hourly rate schedule for Consultant staff.

Consultant should anticipate that the first phase of the project will be authorized initially, with subsequent phases authorized at the City's discretion and based upon Consultant's performance on the first phase.

- If Consultant is proposing deviations from the City's proposed scope of services, it shall indicate the cost impact below the base fee estimate bottom line, broken out in phases as described above.

III. Consultant Selection Criteria

Proposals will be scored in accordance with the following criteria (Total of 50 points):

- Up to 15 points awarded for approach and responsiveness to project requirements.
- Up to 10 points awarded for relevant experience
- Up to 10 points awarded for proposals assigning 20% of total fee to a firm located within San Joaquin County. Straight line reduction to zero points awarded for proposals assigning 10% or less of total fee to a firm located within San Joaquin County.
- Up to 15 points awarded for price within 100% - 110% of lowest price proposal. Straight line proration to zero points awarded for price within 110% - 125% of lowest price proposal.

IV. Questions and Addenda

All questions regarding this Request for Proposal must be emailed to Mr. Wally Sandelin, Public Works Director (wsandelin@lodi.gov). The last date to submit questions is September 16, 2009. Questions received after this date will not be answered.

Addenda will be released via email if required. Those planning to provide a proposal must submit email addresses to Wally Sandelin to receive addenda; all addenda to be acknowledged in the transmittal letter.

V. Attachments

- A. Draft Scope of Work
- B. Standard Professional Services Agreement
- C. City Meter Program Phasing Plan

Attachment A:
Draft Scope of Work

This Draft Scope of Work has been prepared by the City to define basic requirements and to define the City's goals for the project. Consultant shall expand upon and/or suggest modifications as appropriate to improve project delivery and/or provide additional benefit to the City.

The Consultant's Scope of Work shall not include:

- Environmental documentation (CEQA by City)
- Construction inspection

Task 1- Project Management

- Budget and Schedule Tracking
 - Monthly invoicing (invoice at the task level).
 - Detailed monthly progress report to accompany invoice. Track budget status (% spent, remaining) and schedule. Identify project issues or outstanding items.
- Project Meetings and Communication
 - Prepare for and administer monthly status meetings throughout the project.
 - Required meetings include project kick-off (each phase), review workshops for each project deliverable, and technical workshops, as required. Proposers should refine list of proposed meetings in detailed Scope of Work.
- QA/QC
 - Internal QA/QC procedures/plan
- Deliverables:
 - Meeting/workshop agendas and preparation materials and meeting minutes
 - Monthly invoices with detailed progress reports

Task 2 -Data Collection

- Field reconnaissance
 - Conduct field visits throughout project area to determine location and type of existing meters and new service locations
 - Locate front yard hose bibbs (for service connections to relocated distribution mains)
- Records Research
 - Research data available from the City: distribution system drawings, meter data, aerial photography and mapping, MapGuide data, existing electric meter read schedule (for coordination with project phasing and meter read starts)

- o Utility Research
 - Research all buried utilities within project areas, including, but not limited to, service laterals to affected residences, water, sewer, natural gas, telecommunications, and cable lines. Contact utilities to confirm locations.
- o Other data
 - Consultant shall define other data needs, as required.
- o Deliverables:
 - Data requests
 - Summary of data collected

Task 3 -Phasing Technical Memorandum

The City has drafted a 3-year phasing plan (3 phases of construction following the self-installation period). Refer to the attached map for the proposed phasing.

- o Review proposed phasing plan and propose refinements, if applicable
- o Key phasing goals to be considered:
 - Cash flow: City will collect fees for installation, allowing for multi-year financing at low interest rates, self installation or up front payment.
 - Minimize repeated disruption to neighborhoods and roadways, minimize duration of disruptions
 - Distribute work evenly over phases relative to:
 - 9 Length of pipe
 - Number of connections/meters
 - Type services
 - 9 Cost (develop cost estimates for each phase)
 - Consider age and condition of pavement
- o Deliverables:
 - Draft and Final Phasing Technical Memorandum
 - GIS Map(s) identifying areas/pipelines included in each phase and the proposed construction schedule within each phase

Task 4 -Self-Installation Manual

Consultant shall prepare the City's Self Installation Manual to instruct property owners wishing to self-install their meters. Manual will provide property owners with information regarding permitting of the work, inspection requirements, instructions on where and when to obtain a meter, property owner rights and obligations upon undertaking self-installation, and instructions on how additional information may be obtained. Consultant shall be the primary contact for questions/concerns and for organizing distribution of meters. All communications shall be logged.

The Final Self Installation Manual must be ready for distribution by January 2010.

- o Deliverables:
 - Draft and Final Self Installation Manual

Task 5 -Preliminary Design (30%)

- o Prepare a complete preliminary design submittal covering all phases of implementation in accordance with the Phasing Plan developed under Task 3.
- o Preliminary Design shall include:
 - Typical construction details for meter replacement addressing types of existing connection configurations identified during field visits. Details should be compatible with minimally invasive construction techniques whenever possible (micro-tunneling, connection at existing hose bibbs, etc.) For purposes of preparing the proposals, Consultant shall assume three typical installation types:
 - Rich Box converted to a standard meter in rear yard or alley (Main size greater than or equal to 6 inches, no main relocation)
 - Rich Box abandoned in rear yard and new service installed in front yard with connection to new main (connection to hose bibb or other accessible site)
 - Install meter in existing meter box
 - Proposed pipeline horizontal alignments for relocated pipelines, Must show:
 - Background mapping (streets and key topographic features)
 - Service locations
 - Abandonment or removal of existing pipelines
 - Sequencing for connections
 - Construction Cost and Schedule
 - Design Criteria, assumptions and standards
- o Deliverables:
 - Draft and Final Preliminary Design Technical Memorandum

Task 6 -Final Design

- o Develop drawings (plan and profile for new mains and plan view for meters and services) for each phase
- o Project phases to be designed and constructed in sequence – e.g., Phase 1 design must be completed and ready for bid by January 1, 2010, and design of subsequent phases (2 and 3) may be completed during construction of previous phase(s) to be advertised for bid in January of subsequent years.
- o Each phase will go through 60%, 90% and Final Design, as defined below, and each submittal will gain detail and respond to City's comments on previous submittals

- Deliverables:
 - Provide 5 hardcopies of each submittal package.
 - Plans shall be half-size (11"x17") and developed in AutoCAD, using the City's standard title block and CAD standards.
 - Specifications shall be 16 Division CSI format, prepared in MS Word. Use City's front end specifications (Divisions 0 and 1) and edit to make project-specific.
 - Provide one CD-Rom containing .pdf format files of all drawings, specifications and supporting documentation. Organize CD-Rom for easy navigation. Title drawing and specification files for easy identification,
 - For Final Design Deliverable, provide one full-size, camera-ready, unbound mylar set of drawings (in addition to half size sets discussed above)

5.1 60% Design

- Provide plan and section views of all relocated pipelines, show points of connection for relocated connections, show all utilities
- Show location and type of meter for new meter installations
- Provide design details, including meter installation, connections, roadway paving, trenching, etc.
- Provide technical specifications for major equipment or project components and a complete table of contents for final design package
- Provide engineer's cost estimate
- Provide design memorandum summarizing contents of the submittal package, outstanding items, etc.

5.2 90% Design

- Incorporate City comments on 60% Design
- Provide plan and section views of all relocated pipelines, show points of connection for relocated connections
- Show location and type of meter installation for new meter installations; provide notes for special-circumstance installations
- Provide design details, including meter installation, connections, roadway paving, trenching, etc.
- Provide complete technical specifications
- Provide engineer's cost estimate
- Provide design memorandum summarizing contents of the submittal package, outstanding items, etc.

5.3 Final Design

- Incorporate City comments on 90% design
- Provide final plans, specifications and engineer's cost estimate
- All submittal items shall be signed and stamped by the responsible engineer

Task 7 -Bid Period and Construction Support

- Consultant shall assist the City in administering bid- and construction-phase activities
- The following Bid Period tasks shall be performed for each project bid phase:
 - Produce and distribute up to 30 copies of bid documents (specifications and half-size drawings)
 - Maintain plan holders list
 - Respond to bidder questions
 - Prepare and distribute addenda to plan holders, as required
 - Administer pre-bid meeting (1 per phase)
 - Evaluate bids for completeness
- The following construction support tasks shall be performed for each project construction phase:
 - Consultant shall maintain a project office within the City of Lodi and provide staff as required to perform construction phase activities. Project office should be suitable for meetings with tenants and property owners and shall include space for construction contractor community liaison.
 - Consultant shall be present during construction to advise construction contractor/construction manager, as required, during meter and pipeline installation on a site-by-site basis. For example, Consultant shall confirm with the contractor which type of meter installation is applicable for each affected property and shall determine if special conditions or conflicts exist at properties, and direct contractor regarding how to address issues in the field.

Task 8 -Meter Program Administration

- Consultant shall serve as program administrator for the Meter Program. This task begins during design and continues through final acceptance of the construction project.
- Local Office/Public Relations: Consultant shall be the primary public contact for questions/concerns prior to and during construction.
- Consultant Performance: Consultant is responsible in every way for conducting, administering and documenting meter installations and the start of meter reads. Consultant shall work closely with and follow direction of the City and shall implement program in keeping with City's policies and procedures.
- Public Notices: Consultant shall provide notices to affected property owners/residents. City will provide mailing list database of property owners and residents. It is critical to note that approximately 46% of single-family homes within the City are not owner occupied, Both property owners (who are responsible for paying for installation) and customers (who may or may not be the property owners) must be contacted, as appropriate. Including both owners and tenants, the City estimates a total of 30,000 mailing addresses. Consultant shall develop draft

notices, as defined below, and submit to City for review/comment. Consultant is responsible for all reproduction and mailing costs.

Final notices, incorporating City comments, shall be mailed at the following project milestones (if Consultant proposes an alternate mailing schedule, Consultant must demonstrate that the intent of the schedule presented below is maintained):

- December 2009 – Project and Self Installation Announcement: Consultant shall send notices to all **property owners** to introduce the water meter project, describe the intent and scope of the program and present payment/financing options for the project, including the option to self-install in accordance with the Self-Installation Manual developed by the Consultant. Mailing shall include introduction to the concept of self-installation and instructions regarding how to obtain the self-installation manual to obtain additional information. Consultant shall be the point of contact for those wishing to obtain the manual and to answer questions from property owners. Consultant shall maintain a log of all communications.
- At the conclusion of Preliminary Design: Consultant shall mail notices to all affected **property owners and customers** describing the intent and scope of the Water Meter Program, estimated schedule for implementation for each effected property, answers to frequently asked questions, and contact information to obtain additional information (Consultant).
- At the conclusion of 60% Design: Consultant shall mail notices to affected **property owners and customers** for the project Phase currently in design. Notice shall present the estimate schedule for completion, and describe the construction activities and impacts and provide contact data to obtain additional information (Consultant) and for filing concerns/complaints prior to or during construction. Mailing shall direct recipients to submit, in writing, any objections to the planned project and shall establish a deadline for doing so well in advance of the completion of final design such that, if deemed necessary by the City, final design can reflect special circumstances. Installation of water meters is mandatory for all water customers.
- At the conclusion of Final Design: Consultant shall send detailed notice to affected **property owners and customers** with specific dates for meter installation. Notice shall confirm that property owners and/or tenants did/did not submit written objections, and whether such objections have been resolved, and remind recipients of contact information for additional questions.
- At the conclusion of meter installation: Consultant shall mail notices to **property owners and customers** confirming that installation is complete, noting the date of completion and notifying property owners of the date on which meter reading and billing will begin in accordance with City of Lodi

requirements for public notification. Provide contact information to obtain additional information (Consultant).

- o Consultant shall maintain a database containing a record of all notices mailed, responses to such notices, dates on which individual meters were installed and dates on which meters are read. Such information shall be entered into a database compatible with the City's existing billing database (OracleDB2/400 format) such that complete records can be turned over to the City at any time during program implementation and at the conclusion of the project.
- o Consultant shall coordinate with the City to ensure that meter reading schedule complements existing electricity meter readings and shall schedule initial meter reads accordingly (water and electric meter will be read concurrently and allow for remote reading).
- o Consultant shall maintain and complete paperwork required by the City for properly documenting meter installation. This information includes meter specifications, meter serial number, electronic radio transmitter specifications, electronic radio transmitter serial number, address, parcel number and meter reading.
- o Consultant shall provide information to City suitable for posting on City website for public notice of project status.

AGREEMENT FOR CONSULTING SERVICES**ARTICLE I
PARTIES AND PURPOSE****Section 1.1 Parties**

THIS AGREEMENT is entered into on _____, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and _____ (hereinafter "CONSULTANT").

Section 1.2 Purpose

CITY selected the CONSULTANT to provide water meter planning, design and program management service in accordance with attached scope of services, Exhibit A.

CITY wishes to enter into an agreement with CONSULTANT for Water Meter Planning, Design and Program Management Services Project (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A.

**ARTICLE 2
SCOPE OF SERVICES****Section 2.1 Scope of Services**

CONSULTANT, for the benefit and at the direction of CITY, shall perform the scope of services as set forth in Exhibit A, attached and incorporated by this reference.

Section 2.2 Time For Commencement and Completion of Work

CONSULTANT shall commence work within ten (10) days of executing this Agreement, and complete work under this Agreement based on a mutually agreed upon timeline.

CONSULTANT shall submit to CITY documents as indicated in the attached project scope of services.

CONSULTANT shall not be responsible for delays caused by the failure of CITY staff or agents to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONSULTANT's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONSULTANT shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONSULTANT shall attend meetings as indicated in the Scope of Services, Exhibit A.

Section 2.4 Staffing

CONSULTANT acknowledges that CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The scope of services shall be performed by CONSULTANT, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONSULTANT of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel in CITY's sole discretion and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT represents that it is prepared to and can perform all services within the scope of services specified in Exhibit A. CONSULTANT represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONSULTANT to practice its profession, and that CONSULTANT shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals.

Section 2.5 Subcontracts

CITY acknowledges that CONSULTANT may subcontract certain portions of the scope of services to subconsultants as specified and identified in Exhibit A. Should any subconsultants be replaced or added after CITY's approval, CITY shall be notified within ten (10) days and said subconsultants shall be subject to CITY's approval prior to initiating any work on the Project. CONSULTANT shall remain fully responsible for the complete and full performance of said services and shall pay all such subconsultants.

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

CONSULTANT's compensation for all work under this Agreement shall not exceed the amount of ~~Fee~~ Proposal, attached as a portion of Exhibit A.

CONSULTANT shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONSULTANT shall submit invoices for completed work on a monthly basis, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the scope of services said work is attributable.

Section 3.3 Costs

The fees shown on Exhibit A include all reimbursable costs required for the performance of the individual work tasks by CONSULTANT and/or subconsultant and references to reimbursable costs located on any fee schedules shall not apply. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved by CITY.

CONSULTANT charge rates are attached and incorporated with Exhibit A. The charge rates for CONSULTANT shall remain in kind and unchanged for the duration of the Project unless approved by CITY. Annual adjustments to individual charge rates will be permitted based upon the San Francisco Bay Area Consumer Price Index.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4 MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONSULTANT shall not discriminate in the employment of its employees or in the engagement of any

subconsultants on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 Responsibility for Damage

CONSULTANT shall indemnify and save harmless the City of Lodi, the City Council, elected and appointed Boards, Commissions, all officers and employees or agent from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising from the services performed in this Agreement but only to the extent caused by the negligent acts, errors or omissions of the consultant and except those injuries or damages arising out of the active negligence of the City of Lodi or *its* agents, officers or agents.

Section 4.3 No Personal Liability

Neither the City Council, the City Engineer, nor any other officer or authorized assistant or agent or employee shall be personally responsible for any liability arising under this Agreement.

Section 4.4 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided herein.

Section 4.5 Insurance Requirements for CONSULTANT

CONSULTANT shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect CONSULTANT and any subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by CONSULTANT or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. **COMPREHENSIVE GENERAL LIABILITY**

\$1,000,000 Bodily Injury -

Ea. Occurrence/Aggregate

\$1,000,000 Property Damage -

Ea. Occurrence/Aggregate

or

\$1,000,000 Combined Single Limits

2. COMPREHENSIVE AUTOMOBILE LIABILITY

\$1,000,000 Bodily Injury - Ea. Person

\$1,000,000 Bodily Injury - Ea. Occurrence

\$1,000,000 Property Damage - Ea. Occurrence

or

\$1,000,000 Combined Single Limits

NOTE: CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage.

A copy of the certificate of insurance with the following endorsements shall be furnished to CITY:

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees and Volunteers as additional named insureds insofar as work performed by the insured under written Agreement with CITY. (This endorsement shall be on a form furnished to CITY and shall be included with CONSULTANT'S policies.)

(b) Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled by the company without 30 days' prior written notice of such cancellation to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA, 95241.

(e) CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the

California Tort Claims Act (California Government Code Section 810 et seq.). "Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

Section 4.6 Worker's Compensation Insurance

CONSULTANT shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of CONSULTANT'S employees employed at the site of the project and, if any work is sublet, CONSULTANT shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, CONSULTANT shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

Section 4.7 Attorney's Fees

In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the court.

Section 4.8 Successors and Assigns

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONSULTANT shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.9 Notices

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is personally served or sent by certified mail or express or overnight delivery, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
F. Wally Sandelin, Public Works Director
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910

To CONSULTANT: _____

Section 4.10 Cooperation of CITY

CITY shall cooperate fully in a timely manner in providing relevant information that it has at its disposal.

Section 4.11 CONSULTANT is Not an Employee of CITY

It is understood that CONSULTANT is not acting hereunder in any manner as an employee of CITY, but solely under this Agreement as an independent contractor.

Section 4.12 Termination

CITY may terminate this Agreement by giving CONSULTANT at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONSULTANT shall be entitled to payment as set forth in the attached Exhibit A to the extent that the work has been performed. Upon termination, CONSULTANT shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONSULTANT with third parties in reliance upon this Agreement.

Section 4.13 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.14 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent.

Section 4.15 Integration and Modification

This Agreement represents the entire integrated Agreement between CONSULTANT and CITY; supersedes all prior negotiations, representations, or Agreements, whether written or oral, between the parties; and may be amended only be written instrument signed by CONSULTANT and CITY.

Section 4.16 Applicable Law and Venue

This Agreement shall be governed by the laws of the State of California. Venue for any court proceeding brought under this Agreement will be with the San Joaquin County Superior Court.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer tapes or cards, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared for this project, shall be deemed the property of CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during regular business hours. Upon termination or completion, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) days.

CITY agrees to indemnify, defend and hold CONSULTANT harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were prepared.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

By _____
RANDI JOHL
CITY CLERK

By _____
BLAIR KING
CITY MANAGER

APPROVED AS TO FORM:

Dated: _____

By _____
D. STEPHEN SCHWABAUER
CITY ATTORNEY

By: _____

Its: _____

METER PROGRAM PHASING PLAN**MAP LEGEND**

(Map file attached to email)

ORANGE

Locations where approximately 3,000 meters have been installed by previous City contract.

PURPLE

Locations where new front yard services and meter boxes have been installed by previous City contract. Installation of meter and ERT required at these locations.

BLUE

Locations of existing 10,016 Rich Boxes and water services. Details as to the existing service conditions is provided in the phasing table.

LIGHT BLUE

Locations of existing 2,253 Rich Boxes and water services served by water mains 6 inches in diameter and larger located in backyard alley or other easements or in alleys.

WHITE

Locations of existing 2,666 water meter boxes (within the program area) in front yards that require installation of a meter and ERT. This also includes non-residential parcels already served by a metered water service.

NOT SHOWN

Locations of existing 624 residential parcels that have paid for the installation of a meter box and meter, but the meter and ERT have not been installed.

**BLUE
OUTLINE**

Boundaries of the City – proposed phases.

RED LINE

Locations of new water pipelines.

PHASING TABLE**Meter and Pipeline Replacement Inventory**

Phase	Number of Parcels	Previously Paid	Standard Meter Box	Rich Box	Rich Box Service Conditions					Feet of Pipeline Replacement	Miles of Pipeline Replacement
					Front	Back (> 6")	Back (< 6")	Alley (> 6")	Alley (< 6")		
4	3,961	252	587	3,122	1,459	482	971	52	158	39,395	7.5
5	2,801	159	86	2,556	538	633	670	488	227	39,545	7.5
6	6,527	213	1,993	4,338	2,143	470	1,307	128	290	39,145	7.4
Totals	13,289	624	2,666	10,016	4,140	1,585	2,948	668	675	118,085	22.4

MASTER PROFESSIONAL SERVICES AGREEMENT

Engineering **Support** Services for **the** City of Lodi

This Master Professional Services Agreement (hereinafter "Agreement") is made and entered into by and between the City of Lodi, a municipal corporation (hereinafter "CITY") and RMC WATER AND ENVIRONMENT, a California corporation/sole proprietor firm/partnership (hereinafter "CONSULTANT").

RECITALS

- A. CONSULTANT services are needed for water meter planning, design and program management services.
- B. After negotiations between CITY and CONSULTANT, the parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement. On October 7, 2009, the City Council, by Resolution, authorized the City Manager to execute this Agreement with CONSULTANT.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF SERVICES.** CONSULTANT shall perform the services as may be described in subsequent Task Orders which the parties agree are to be made a part hereof by this reference. The services shall be performed by, or under the direct supervision of, CONSULTANT'S Authorized Representative: Michael Matson, P.E. CONSULTANT shall not replace its Authorized Representative, nor shall CONSULTANT replace any of the personnel listed in the specific Task Order(s), nor shall CONSULTANT use any subcontractors or sub-consultants, without the prior written consent of CITY.
2. **TIME OF PERFORMANCE.** Time is of the essence in the performance of services under this Agreement and Task Orders and the timing requirements set forth therein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. The CONSULTANT is not responsible for delays caused by factors beyond the CONSULTANT'S reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of the CONSULTANT'S services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond the CONSULTANT'S reasonable control occur, the Client agrees the CONSULTANT is not responsible for damages, nor shall the CONSULTANT be deemed to be in default of this Agreement. CONSULTANT shall commence performance, and shall complete all required services no later than the dates set forth in each Task Order. CONSULTANT shall submit all requests for extensions of time to CITY in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

3. **INDEPENDENT CONTRACTOR STATUS.** CONSULTANT is an independent contractor and is solely responsible for all acts of its employees, including any negligent acts or omissions. CONSULTANT is not City's employee and CONSULTANT shall have no authority, expressed or implied, to act on behalf of CITY as an agent, or to bind CITY to any obligation whatsoever, unless CITY provides prior written authorization to CONSULTANT.
4. **CONFLICT OF INTEREST.** CONSULTANT (including its employees) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement and any Task Orders. In the event that CONSULTANT maintains or acquires such a conflicting interest; any contract (including this Agreement) involving CONSULTANT'S conflicting interest may be terminated by CITY in its sole and absolute discretion and without prior written notice as required by Paragraph 6 below.
5. **COMPENSATION**
 - 5.1 For services performed by CONSULTANT in accordance with this Agreement, CITY shall pay CONSULTANT on a time and expense basis, at the billing rate set forth in the Task Orders. CONSULTANT'S billing rates shall cover all costs and expenses of every kind and nature for CONSULTANT'S performance of the specific Task Orders. No work shall be performed by CONSULTANT in excess of the Not To Exceed amount as stated in the specific Task Orders without the prior written approval of CITY.
 - 5.2 CONSULTANT shall submit monthly invoices to CITY describing the services performed, including times, dates, and names of persons performing the service.
 - 5.3 Within thirty (30) days after CITY'S receipt of invoice, CITY shall make payment to the CONSULTANT based upon the services described on the invoice and approved by CITY, which approval shall not be unreasonably withheld.
 - 5.4 In the event that CONSULTANT'S negligent acts, errors, or omissions, or willful misconduct in fact result in damages to CITY, CONSULTANT shall reimburse CITY (or in City's discretion CONSULTANT'S payment under pending invoice(s) may be offset) to the extent of the damages incurred as the result of CONSULTANT'S negligent acts, errors, or omissions, or willful misconduct.
6. **TERMINATION.** CITY may terminate this Agreement or any Task Order hereunder by giving ten (10) days written notice to CONSULTANT. Upon termination, CONSULTANT shall give CITY all original documents, including preliminary drafts and supporting documents prepared by CONSULTANT. CITY shall pay CONSULTANT for all services satisfactorily performed in accordance with this Agreement and any Task Orders, up to the date notice of termination is given.
7. **OWNERSHIP OF WORK.** All original documents prepared by CONSULTANT under this Agreement and any Task Orders hereunder are the property of CITY, and shall be given to CITY at the completion of CONSULTANT'S services, or upon demand from CITY. CITY acknowledges that CONSULTANT documents are instruments of

professional service; nevertheless, the documents prepared under this Agreement and the specific Task Orders shall become the property of the CITY upon completion of the work and payment in full of all monies due to CONSULTANT by CITY. CITY shall not reuse or make any modification to the documents without notification to the CONSULTANT. CITY agrees, to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of unauthorized reuse or modification of the documents by CITY or any person or entity that acquires or obtains the documents from or through City without the written authorization of CONSULTANT. CONSULTANT shall be allowed to retain copies of all documents prepared under this Agreement and any Task Orders hereunder. In addition, CONSULTANT shall be allowed to release information to its insurance carriers in the event of a claim or when ordered by a subpoena.

8. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred as may be determined by a court of competent jurisdiction.
9. **INDEMNIFICATION.** CONSULTANT shall indemnify and hold harmless CITY (including its elected officials, officers, and employees) from and against any and all claims for damages, demands, liability, costs, and expenses including court costs and attorney's fees) to the extent that they arise out of CONSULTANT'S negligent act, error or omission(s) in the performance of services under this Agreement and its Task Orders.
10. **BUSINESS LICENSE.** Prior to the commencement of any work under this Agreement, CONSULTANT shall obtain a City of Lodi Business License.
11. **INSURANCE.**
 - 11.1 **General.** CONSULTANT shall, throughout the duration of this Agreement and any Task Orders, maintain insurance to cover CONSULTANT, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein. CONSULTANT shall be entitled to rely on all data, plans, surveys, maps, and other information provided by or on behalf of CITY in performing its services under this Agreement, and such reliance shall, in all events, be considered reasonable.
 - 11.2 **Commercial General Liability.** (with coverage at least as broad as ISO form CG 00 01 01 96) Coverage shall be maintained in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.
 - 11.3 **Automobile Liability.** (with coverage at least as broad as ISO form CA 00 01 07 97 for "any auto") Coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
 - 11.4 **Workers' Compensation.** Coverage shall be maintained as required by the State of California.

- 11.5 **Professional Liability.** Coverage shall be maintained to cover damages that may be the result of negligent acts, errors or omissions in the rendering of professional services by the CONSULTANT in an amount not less than \$1,000,000 per claim made.
- 11.6 **Endorsements.** CONSULTANT shall obtain endorsements to the automobile and commercial general liability with the following provisions:
- 11.6.1 CITY, its elected and appointed boards, commissions, officers, agents and employees shall be named as additional insureds.
- 11.6.2 For any claims related to this Agreement, CONSULTANT'S coverage shall be primary insurance with respect to CITY. Any insurance maintained by CITY shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
- 11.7 **Notice of Cancellation.** CONSULTANT shall obtain endorsements to all insurance policies by which each insurer is required to provide thirty (30) days prior written notice to CITY should the policy be canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 11.8 **Authorized Insurers.** All insurance companies providing coverage to CONSULTANT shall be insurance organizations authorized by the Insurance Commission of the State of California to transact the business of insurance in the State of California.
- 11.9 **Insurance Certificate.** CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City's Risk Manager no later than five (5) days after the execution of this Agreement.
- 11.10 **Substitute Certificates.** No later than thirty (30) days prior to the policy expiration date of any insurance policy required by this Agreement, CONSULTANT shall provide a substitute certificate of insurance.
- 11.11 **CONSULTANT'S Obligation.** Maintenance of insurance by CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving CONSULTANT of any responsibility whatsoever (including indemnity obligations under this Agreement), and CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.
12. **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of CONSULTANT'S duties be delegated, without the written consent of CITY. Any attempt to assign or delegate this Agreement without the written consent of CITY shall be void and of no force and effect. Consent by CITY to one assignment shall not be deemed to be consent to any subsequent assignment.

13. **NOTICES**

- 13.1 All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the respective party as follows:

To CITY

Director of Public Works
City of Lodi
221 West Pine Street
Lodi, CA 95240-1910

To CONSULTANT

Dave Richardson
RMC Water and Environment
2001 N. Main Street, Ste. 400
Walnut Creek, CA 94596

- 13.2 Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

14. **MODIFICATIONS.** This Agreement or any Task Orders hereunder may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
15. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
16. **SEVERABILITY.** In the event any term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.
17. **JURISDICTION AND VENUE.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement or any Task Orders shall be filed and heard in a court of competent jurisdiction located in the County of San Joaquin.
18. **ENTIRE AGREEMENT.** This Agreement and subsequent Task Orders comprise the entire integrated understanding between the parties concerning the services to be performed for any project. This Agreement supersedes all prior negotiations, representations, or agreements, whether oral or written.
19. **COMPLIANCE WITH THE LAW.** CONSULTANT shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement or any Task Orders hereunder.
20. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF LODI
a municipal corporation

CONSULTANT

By: Blair King
Title: City Manager
Date: _____

By: Dave Richardson
Title: Principal-in-Charge
Date: _____
Fed. Employer ID No.: _____

Attest:

By: Randi Johl
Title: City Clerk

Date: _____

Approved as to Form
D. Stephen Schwabauer
City Attorney

By: Janice D. Magdich
Title: Deputy City Attorney



Date: _____

RESOLUTION NO. 2009-136

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
PROFESSIONAL SERVICES AGREEMENT FOR WATER METER
PLANNING, DESIGN, AND PROGRAM MANAGEMENT SERVICES
AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed proposals were received and publicly opened on September 28, 2009, for Professional Services for Water Meter Planning, Design, and Program Management Services; and

WHEREAS, said proposals have been compared, checked, tabulated, and evaluated by an evaluation committee and a report thereof filed with the City Manager as follows:

<u>Proposer</u>	<u>Rank</u>
RMC Water and Environment	1
West Yost Associates	2
HDR, Inc.	3
Global Water	4

WHEREAS, staff recommends awarding the Professional Services Agreement for Water Meter Planning, Design, and Program Management Services to RMC Water and Environment, of Walnut Creek, California.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the Professional Services Agreement for Water Meter Planning, Design, and Program Management Services to RMC Water and Environment, of Walnut Creek, California, in the amount of \$2,815,183; and

BE IT FURTHER RESOLVED that funds in the amount of \$3,250,000 be appropriated from Water Capital Funds.

Dated: October 7, 2009

=====


I hereby certify that Resolution No. 2009-136 was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 7, 2009, by the following vote:

AYES: COUNCIL MEMBERS – Johnson, Katzakian, and Mayor Hansen

NOES: COUNCIL MEMBERS – Mounce

ABSENT: COUNCIL MEMBERS – Hitchcock

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk

The City of Lodi
**Public Works
Engineering**



**Professional Services Agreement
Water Meter Program**



Topics of Presentation

- Policy Review
- Estimated Meter Costs
- Accelerated Meter Program
- Implementation



Policy Review

Council Direction - May 2, 2007

- Install Prepaid Meters in 1 Year
- Self-Installed Meters in 1 Year
- All Meters Installed by end of 4th Year
- Property Owners Pay for Meters
- Payment Terms – lump sum or payments



Estimated Meter Costs

Service Type	Number	Unit Cost	Cost (\$ million)
Pre-1979 needing service upgrade	10,058	\$1,200	\$12.1
1979 – 1992 meter ready services	2,669	\$450	\$1.2
1992 + “meter paid” services	624	\$200	\$0.1 (by City)
City-upgraded services	500	\$200	\$0.1
Total	13,851		\$13.5



Who Will Pay

- Meters paid for by property owner
- Property owner cost varies from \$200 to \$1,200
 - Actual costs to be based upon contractor bids
- Project #1, #2 and #3 property owners pay \$1,200
- “City-upgraded Services” property owners pay \$200
 - Upgrades to repair leaking services
 - Incidental to other City work at a parcel



Accelerated Meter Program

- Installs 13,851 new services before 2014
- Replaces 7.5 miles of pipe per year from backyard to front yard (< 6 inch diameter)
- Avoids duplicated costs and complexities associated with installing a backyard meter and moving it to the front yard (\$2.4 million savings)
- Estimated Construction Cost = \$20.7 million



Accelerated Meter Program

Construction Years	2011 - 2013
Accelerated Pipe Relocation	\$20.7 million
Meter Installations	\$13.5 million
Total Estimated Construction Cost	\$34.2 million



Funding

Infrastructure Replacement Fund Balance	\$13.6 million
Revenue from Infrastructure Replacement (2010 – 2013)	\$7.2 million (3 yrs @ \$2.4 million/yr)
Property Owner Meter Payments	\$13.4 million
Total Funding Available	\$34.2 million

Deficit balance in fund may exist through 2015



Implementation

Approve Professional Services Agreement	Sep 2009
Adopt Usage Based W & WW Rates	Nov 2009
Self Installation Period	2010
Construct Accelerated Meter Program	2011 - 2013
Issuance of Usage Based Utility Bills (and each successive January thereafter)	Jan 2011



Professional Services Agreement

- ✓ Four Proposals Received
- ✓ Selection Criteria
 - Approach and Responsiveness
 - Relevant Experience
 - Local Firm Participation
 - Price
- ✓ Four Year Contract - \$2,818,000
- ✓ RMC Water and Environment



Questions?